UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

Laineka J. Little

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 188 Richter, River Rouge, Michigan 48218.

The Debt

First Cause of Action - Claim Number: 2000A12237

3. The debt owed the USA is as follows:

| A. Current Principal (after application of all prior payments, credits, and offsets) | \$1,765.29 |
|--|------------|
| B. Current Capitalized Interest Balance and Accrued Interest | \$3,049.62 |
| C. Administrative Fee, Costs, Penalties | \$33.00 |
| D. Attorneys fees | \$0.00 |
| Total Owed - Claim Number 2000A12237 | \$4,847.91 |

Second Cause of Action - Claim Number: 2000A12458

4. The debt owed the USA is as follows:

| C. Administrative Fee, Costs, Penalties D. Attorneys fees | \$0.00 \$0.00 |
|---|----------------------|
| B. Current Capitalized Interest Balance and Accrued Interest C. Administrative Fee. Costs. Penalties | \$2,312.91 \$0.00 |
| all prior payments, credits, and offsets) | ¢2 212 01 |
| A. Current Principal (after application of | \$1,409.63 |

TOTAL OWED (Claim Numbers 2000A12237 and 2000A12458) \$8,570.45

The Certificate of Indebtedness, attached as Exhibit "A" and "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum or \$0.39 per day on Claim Number 2000A12237 and 8.000% per annum or \$0.31 per day on Claim Number 2000A12458.

Failure to Pay

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

<u>Laineka J. Little</u> 19472 Woodingham Dr Detroit, MI 48221-1655

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from <u>08-26-99</u>.

On or about <u>09-12-88</u>, the borrower executed promissory note(s) to secure loan(s) of \$1,650.00, from <u>Farmer & Merchants</u> at <u>8.00</u> percent interest per annum. This loan obligation was guaranteed by <u>United Student Aid Funds</u>, <u>Inc.</u> and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on <u>10-03-90</u>, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1.765.29 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 11-09-92, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

| Principal | \$ | 1,765.29 |
|----------------------------------|-----|-----------------|
| Interest: | \$ | <u>1,221.34</u> |
| Administrative/Collection Costs: | \$ | <u>33.00</u> |
| Late Fees: | \$_ | 0.00 |

Total debt as of 08-26-99: \$3,019.63

Interest accrues on the principal shown here at the rate of \$.39 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjuty that the foregoing is true and correct.

Executed on:

Name:

Title: / LOAN ANALYST

Branch: LITICATION BRANCH

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55a. SIGNATURE OF LENDING OFFICIAL
STUMP arrivate

PRINT NAME AND TITLE STACK! /

LITTLE, LAINEKA, J CLAIM NO 1495050013075 11-09-92

F40-GS

55b. DATE SIGNED

4:12-cv-13492-MAG-MAR Doc # 1 Filed 08/08/12 Pg 6 of 9 Pg ID 6

A. PROMISE TO PAY -

The Interest, Guarantee Fee, and Origination Fee rates and terms (mentioned in the Promise to Pay on the front of this application/promissory note) are:

1. Interest on the unpaid principal balance. The applicable interest rate on this loan will be figured in the following manner: If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 6%, the applicable interest rate on this loan dent Loan having an applicable interest rate of 6%, the applicable interest rate on this loan will be 7%. If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 7%, 8%, or 9%, the applicable interest rate on this loan will be the same as that of my other loan(s). If I have no outstanding Guaranteed Student Loans, my applicable interest rate on this loan will be 8%. I understand that if I am eligible for federal interest benefits, the interest will be paid by the Secretary of Education (Secretary) (a) during the period I am in school on at least a half-time basis, (b) during the grace period described under Repayment in this Note, and (c) during the time my loan payments are deferred as allowed by and described under Deferment in this Note. If I am a "new borrower" (as defined below) with a period of enrollment beginning on or after July 1, 1988, my applicable interest rate on this loan will be 8% through the fourth year of repayment. Beginning on the little of the fifth year of repayment, my applicable interest rate on the loan will be 1000 provided that the failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in set frequent installments; of the fifth year of repayment, my applicable interest rate on the loan will be 1000 provided that the failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in the failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in monthly installments; 180 days for a loan repayable in monthly installments; 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in monthly installments; 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in monthly installments; 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in monthly installments; 180 days for a loan repayable in monthly

enrollment beginning on or after July 1, 1988.

2. The Guarantee Fee

HEAF may charge a fee to guarantee my loan. The arlaw, applicable regulations and HEAF policy and Rule Fee will be deducted proportionately from each disbur after July 1, 1987. I understand that this charge is not si attributable to any disbursement I do not receive, which applied to my loan balance or be returned to me. My lo. actual guarantee fee charged.

3. The Origination Fee will be deducted from the proce by federal law and will be reflected on my disclosure refunded, pro rata, on undisbursed amounts, if the lo disbursement, if the loan check is not cashed within check is returned to the lender uncashed.

B. DISCLOSURE OF LOAN INFORMATION

I understand that before I receive my first loan check, sure statement that identifies all the terms of my loan.

C. GENERAL

I understand that the lender has applied for guarant Higher Education Assistance Foundation (HEAF) and and the terms of this Promissory Note will be interpre of the Higher Education Act of 1965, as amended, (") under the Act, and the Rules and Regulations of HEAl law, this Note shall be governed by the laws of the juri

D. REPAYMENT

I will repay this loan in periodic installments during a re than the end of my grace period.

However, during the grace period I may request that the grace period begins when I cease to carry at least of at a school that is participating in the Guaranteed Sti The Secretary will pay the interest that accrues on and during any deferment period, if it is determined made on my behalf under the regulations governing his loan is payable by the Secretary, the lender may me. I may, however, choose to pay this interest myse 2) Once the repayment period begins I will be resport accrues on this loan, except that if the interest accriperiod was payable by the Secretary, the Secretary any period described under Deferment in this Note.

3) The lender may add any interest to the unpaid paid when it is due, in accordance with the Rules a SSLP.

 I will repay this loan over a repayment period that nore than 10 years. However, the following exceptions: a. If, during the grace period, I request a shorter rep a shorter period.

o. The lender may require a repayment period sho ensure that during each year of the repayment per SSL, PLUS or SLS program loans outstanding, w, east \$600 of the unpaid principal of all such loans (

east soon of the unpaid principal of all such loans [

If I qualify for postponement of my payments during any period described under Determent in this Note, or if the lender grants "forbearance", as allowed by the Act, those periods will not be included in the 5- and 10-year periods mentioned above.

If, during the grace period, I request a shorter repayment period, the lender may grant me

a period shorter than 5 years. In that event, I may later choose to have the repayment period extended to 5 years.

3) I must contact the lender prior to expiration of my grace period to negotiate the terms of epayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 4 of this Section, without my further approval. nowever, the lender must inform me of these terms in writing at the latest address that I have provided to the lender.

7) The particular terms and conditions of repayment that apply to this loan will be set forth a separate document that the lender will provide to me before the repayment period begins.

3) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

E. PREPAYMENT

It my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any inearned interest that I have paid. The amount of any such rebate will be computed by the ame method by which interest payments were computed.

DEFERMENT

understand that in certain instances authorized by the Act the payments I am required to take, as described under Repayment in this Note, may be deferred. The instances currently uthorized by the Act are described under Deferment in the HEAF application information ooklet. To obtain such determent, I agree to comply with the relevant federal regulations of the Rules and Regulations of the HEAF, including, without limitation, submission of reuired forms to the lender

G. FORBEARANCE

If I am unable to repay this it. .n accordance with the terms established under Repayment in this Note, I may request the lender to modify these terms. I understand that such modifi-cation would be at the lender's option and would have to be in compliance with the Act. cation would be at the lender's option and would have to be in compliance with the Act, federal regulations adopted under the Act and the Rules and Regulations of HEAF I understand that a modification of repayment terms under this Section is different from Deferment (as described in this Note) and that during this period I will remain responsible for payment of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan.

AND EXACT COPY OF THE (a) drop to less than a half-time student, (b) change ORIGINAL PROMISSORY NOTE armanent address

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

- 1. Warrants that:
 - a) no defense of any party is good against the undersigned; and
 - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- 2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
- 3. Acknowledges that:
 - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

an, including interest, immedi-

:hools I have attended (or am

llowing federal programs: Pell ge Work-Study, State Student ct Student Loan), Guaranteed PLUS loans, or Consolidation

ent and Deferment in this Note; ey's fees, that are permitted by unts. If this loan is referred for lection Practices Act, I will pay cipal and accrued interest. De-he option of the lender, which it r requirements of law. Failure to der's right to exercise the option

quired to pay HEAF all amounts

arge if I fail to pay all or part of a or if I fail to provide written evid as described under Deferment dollar of each late installment.

ayment will be reported to one or n, the lender, holder or guaranty ations. This may significantly and nder, holder or guaranty agency tion about the default will be dispayment on the loan within the 30 uest from any credit bureau orga-anization about the accuracy and

SIGNATURE F0025 10-87

United States of America that the at the information contained in my ne best of my knowledge and belief norize the lender to make my loan authorize the school to pay to the aunt of this loan. I further authorize to release to the lending institution, rmation pertinent to this loan (e.g., address). I also authorize the lender, on, or HEAF to make inquiries to or uent lenders or holders, with respect horize the lender, subsequent holder,

to my loan applicati their agent or HEAF to release information and make inquiries to the persons I have listed in men agent or near-to release mornation and make inquiries to the persons make insecuring my loan application as references, for the purpose of learning my current address and telephone number. I certify that the proceeds of this loan will be used for educational purposes for the academic period stated on my loan application at the educational institution named on the application. I understand I am responsible for repaying any funds I receive that cannot responsible to the action of the process of the control of the process of the control of reasonably be attributed to meeting my educational expenses related to attendance at that institution for the loan period stated. I certify that I am a borrower eligible for participation in the GSL program and that I do not owe a refund to any Title IV aid program. Locality that if I am eligible to apply for a Pell Grant, that I have done so or that I have requested my institution to estimate my eligibility for a Pell Grant. I further certify I have read the materials explaining the federal guaranteed student loan program which have been provided to me and that I understand my responsibilities and my rights understand my responsibilities and my rights understand my responsibilities. understand my responsibilities and my rights under that program.

SCHOOL CERTIFICATION

I hereby certify that the student named in Section A of this application is accepted for en-Intereby Ceruity that the student named in Section A of this application is accepted for en-rollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. If further certify that the student has been determined by this institution, under the regulations applicable to this loan pro-gram, to be eligible for the loan applied for I further certify that based upon records available at this institution and duri insuring the the student the student the sections are gram, to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not liable for any retund of any grant made under any student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

<u>Laineka J. Little</u> <u>19472 Woodingham Dr</u> Detroit, MI 48221-1655

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from <u>08-26-99</u>.

On or about <u>07-14-90</u>, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00, from <u>Citibank</u> (New York State) at <u>8.00</u> percent interest per annum. This loan obligation was guaranteed by <u>Northstar Guarantee</u>, <u>Inc.</u> and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on <u>04-01-91</u>, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,409.63\$ to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 08-08-93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

| Principal | \$ | 1,409.63 |
|----------------------------------|-----|---------------|
| Interest: | \$ | <u>852.95</u> |
| Administrative/Collection Costs: | \$ | 0.00 |
| Late Fees: | \$_ | 0.00 |

Total debt as of 08-26-99: \$\,\(\frac{2,262.58}{}\)

Interest accrues on the principal shown here at the rate of \$.31 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjuty that the foregoing is true and correct.

Executed on:

Name:

Title: LOAN ANALYST

Branch: LITIGATION BRANCH

| HIGHER EDUCATION ASSISTANCE FOUNDATION 492 and LENDER PO. BOX 64102 • ST. PAUL, MN 55164-0102 COPIES TO ST. PAUL T | Pg ID 8 STUDENT LOAN (GSL) APPLICATION PROMISSORY NOTE |
|--|--|
| MATTER STATE OF THE PARTY OF TH | Phulinosunt rote |
| SECTION A- TO BE COMPLETED BY BORROWER (PRINT IN INK-PRESS FIRMLY-OR TYPE) 1. MAIS HE NICKNAMES) | 3. WHEN WERE YOU BORN? |
| LAST LITTLE FIRST (AINER) M.C 3. E SALAR SALAR ALD LANGE AND LANGE | 5. PERMANENT HOME PHONE |
| 13249 Terry | (3/3) 273-3797 |
| CITY MICHIGAN | 48227 |
| 6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2) ALIEN ID NUMBER IF APPLICABLE 7. PERMANENT RESIDENT OF WHICH STATE | NONG |
| 9a. ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) 9a. ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) | REPAYMENT ON ANY GSL LOAN YOU |
| Dome CE Obo CE 10. PHONE AT SCHOOL ADDRESS 11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS, IN APP BOOKLET 12. LOAN AMOUNT REQUESTED 1 1 1 1 3. LOAN PERIOD 16. PHONE AT SCHOOL ADDRESS 17. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS, IN APP BOOKLET 18. PHONE AT SCHOOL ADDRESS 19. PHONE AT SCHOOL ADDRESS 11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS, IN APP BOOKLET 10. PHONE AT SCHOOL ADDRESS 11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS, IN APP BOOKLET 12. LOAN AMOUNT REQUESTED 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | |
| PRIOR LOAN INFORMATION: READ INSTRUCTIONS IN THE APPLICATION BOOKLET | UNPAID BALANCE OF GSL LOANS |
| 14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? YES (GIVE DETAULTS ON SEPARATE SHEET) YES (GO TO 15b) NO (GO TO 20a) | |
| 16. UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL 17. GRADE LEVEL OF MOST RECENT PRIOR GSL; SEE INSTRUCTIONS IN APP BOOKLET 18. LOAN PERIOD START MD DAY YIELD START MD DAY YIELD START MD DAY PRIOR GSL; PRIOR GSL | R 19. INTEREST RATE OF MOST RECENT PRIOR GSL 8% 9% |
| S REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS) 1. 206. 3 | sehea Emit |
| PG NAME FAYNEST CITTE REFERENCE TO STACK STONE TREET | 12249 ROBSON |
| A RIA STREET 323 0 COTY, STATE, ZIP Det MICH. USZOG IN CITY, STATE, ZIP Det MICH. USZOG IN CITY, STATE | Det M. USZZ |
| NOTICE TO BORROVER, You agree that the lender identified in Section C13 the lender you have chosen. You must read the additional Promissory Note terms and the Borrower's Certification on the Promiss to pay to the order of my lender the entire Loan Amount Becoested shown above, to the extent that it is advanced to me, including the Guarantee Ece and the Cingbells. PROMISE TO PAY: I promise to pay to the order of my lender the entire Loan Amount Becoested shown above, to the extent that it is advanced to mit will be provided to me or black than the times and conditions described on the inverse side of this Promissory Note. The times and conditions described to the mines of the Borrower's Certification on the inverse side of the Promissory Note. Suppose to the Borrower's Certification on the inverse side of the Promissory Note. By signing this Promissory Note. By signing this Promissory Note and I suppose to the Borrower's Certification on the inverse and the Inverse of the Inverse o | Will the that distribution of the |
| Tunderstand that this is a Printing of the American Committee of the A | 21b. DATE BORROWER SIGNED |
| 21a. SQUATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE) X DA FINDO TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTIONS BELOW) 24 BHONE | 25. SCHOOL CODE |
| 22. NAME OF SCHOOL ational Education Center 313) 834- | 25. SCHOOL BODE (1400) |
| 23. ADDRESS (STREET, CITY STATE ZIP) OA Konan Blud. Detnoit, Miy8224 | O O O O O O O O O O O O O O O O O O O |
| Z7. ENROPCIMENT STATUS 28. PERIOD LOAN WILL COVER 70 MO. DAY 29. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP. UNDERGRAD. GRAD. G | D GRADUATION DATE 31. STUDENT STATUS (CHECK ONE) VB. DAY DEPENDENT DEPENDENT INDEPENDE |
| THALF TIME 32. ADJUSTED GROSS INCOME (AGI) \$ 20.44 \$ \$ 1.99 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | IDN (EFC) 36. DIFFERENCE (ITEM 33 LESS ITEMS 34 AND 35) OR LEGAL MAXIMUM \$ |
| 37. SUGGESTED DISBURSEMENT DATES 1ST DISB. DAY DAY DAY ST DISB. ST DISB. DAY DISB. 3RD DISB. 3R | MG DAY YR |
| 38. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES NO YES NO YES NO | |
| THAVE READ, I UNDERSTAND, AND I AGREE TO THE TALE. SIGNATURE OF SCHOOL OFFICIAL THE SCHOOL CERTIFICATION PRINTED TERMS OF THE SCHOOL CERTIFICATION PRINTED TO THE SCHOOL CERTIFICATION PRINTED TO THE SCHOOL CERTIFICATION PRINTED TO THE SCHOOL OF THE SCHOOL | NAME AND TITLE |
| SECTION CATO BE COMPLETED BY LENDER 144. LENDER CODE 42. NAME OF LENDER CITIBANK (NEW YORK STATE) TELEPHONE 2.0687 | MO DAY YR AMOUNT |
| C/O HEAF PROCESSING CENTER 1-800-525-0-103 45. BRANCH COD 43. ADDRESS (STREET, BUILDING) 2 45. BRANCH COD | |
| P.O. BOX 64102 ST. PAUL, MN 55164 | MO DAY YR AMOUNT |
| CITY, STATE, ZIP CITY, STATE, ZIP 152. LENDER USE ONLY 5 1990 47. | 49 TOTAL LOAN AMOUNT APPRIATEISTE |
| 50. IS THIS AN UNSUBSIDIZED LOAN? 151. LENDER ACCOUNT NUMBER 152. LENDER USE GITU | Marchan services assessment of the services of |
| SECTION D - TO BE COMPLETED BY HEAF SECTION D - | .A,J .G9C4&&958 C8-C8-93 |
| A304 GSL-F0304A 2-88 | +" |
| LENDER COP. | 1067304 |

interest payments were computed. At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Mole. In the a-vert of prepayment, I will be entitled to a refund of any unearned interest that I have paid. The ameunt of sary such rebate will be compired by the same method by which interest parters.

E. PREPAYMENT

4) My obligation to repay this loan shall be cancelled it I become totally and permanently disabled or die. 3) The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins.

2) I must contact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 1 of this Section, without my further approval; however, the lender guidelines set forth in Paragraph 1 of this Section, without my further approval; however, the lender substitution in the lender and the lender set in writing at the latest address that I have provided to the lender.

c. If I quality for postponement of my payments during any period described under Deferment in this Note, bri if the lender grants "forbearance", as allowed by the Act, those periods will not be included in the 5- and 10-year periods mentioned above.

in the part of the contraction o

that is participating in the Guaranteed Student Loan Program (GSLP).

However, during the grace period I may request that the repayment period begins when I cease to carry at least one-half the normal academic workload at a school shart is participating in the Cearty at least one-half the normal academic workload at a school

SIGNATURE

the end of my grace period.

will repay this loan in periodic installments during a repayment period that will begin no later than

D. REPAYMENT

not governed by federal law, this Mote shall be flender is located. because of this, the loan is subject to, and the secondance with, Title IV, Part B of the Higher secondance with, Title IV, Part B of the Higher federal regulations adopted under the Act, and understand that the lender has applied for gr

C. GENERAL

statement that identifies all the terms of my loar I understand that before I receive my first loar

B. DISCLOSURE OF LOAN INFO

check is not cashed within 120 days of disburseme rata, on undisbursed amounts, if the loan is repe

federal law and will be reflected on my disclosur 9) The Origination Fee will be deducted from t **DRIGINATION FEE**

ment will show the actual guarantee fee charge refund except for the amount attributable to any the lender's option, be applied to my loan balar deducted proportionately from each disbursen 8) HEAF may charge a fee to guarantee my los applicable regulations and HEAF policy and F

BELLEE PEE

in Section D below, and (c) during the time any a least is no loorbe ni ms I boneq erit prinub (s) I understand that it I am eligible for federal intere

balance (capitalization) of this loan in accordar the Higher Education Assistance Foundation (t The lender or other holder of this note may :

when the applicable interest rate is 10%. 6) I may also receive rebates of interest, if require a. until the end of the fourth year of my repayment b. beginning with the fifth year of my repayment

5) The applicable interest rate

year or my repayment status and will be 10% be d. If I am borrowing for a period of enrollment woutstanding balance on any GSL, PLUS, or SI first date or on any Consolidation loan(s) which ming before that date, the applicable interest tawas of my repayment status and will be 10% by was to my repayment status and will be 10% by or on any Consolidation loan(s) which repaid for that date, the applicable interest rate on this loa 4) The interest rate will be determined according at 1f I have an outstanding Guaranteed Studer applicable interest rate will be the same as the uniterest rate will be the same as the outstanding GSL(s), the applicable interest rate outstanding GSL(s), the applicable interest rate outstanding GSL(s) but I do have an outstanding outstanding GSL(s) but I do have an outstanding outstanding GSL(s) but I do have an outstanding outstanding GSL(s) outstanding o

under DEFERMENT in this Promissory Note.

3) Once the repayment status begins I will be responsible for payment of all interest that accrues on this loan, except that if the interest accruing on this loan, except that if the interest accruing on this loan, except that if the interest accruing on this loan, except that it is be Secretary will pay this remains the secretary will pay this remains the secretary will pay this remains the secretary will be secretary the secretary will be secretary that the secretary will be secretary the secretary will be secretary the secretary will be secretary with the secretary will be secretary will be secretary will be secretary with the secretary will be secr

choose to pay this interest myself.

auch payments made on my behaif under the regulations governing the Guaranteed Student Loan Program ("GSLP"), in the event that the interest on this loan is payable by the Secretary, neithet the forder of this Mole may attempt to collect this interest income. I may, however, thouse to nay this interest movel may attempt to collect this interest movel the may attempt to collect this interest movel. However, the U.S. Secretary of Education ("Secretary") will pay the interest that accrues on this loan prior to repayment status and during any deferment, if it is determined that I qualify to have sure negative made or my hearths required the requirement of the customent of the construction.

1) I agree to pay an amount equivalent to simple interest (as specified in (4)) or distinguishing the date of disbursement until the entire principal in the date of disbursement until the entire principal in the case of disbursement until the entire principal in the case of disbursement (9).

Pay on the front of this application/promissory note) are: The Interest, Guarantee Fee, and Origination Fee rates and terms themioned in the Promise to Pay on the front of this application/promissory note) are:

YAG OT 32IMOR9 .A **GSL PROMISSORY NOTE**

G. FORBEARANCE of the HEAF, including, without limitation, submission of required forms to the lender. deferment, I agree to comply with the relevant federal regulations and the Rules and Regulations I understand that in certain instances authorized by the Act the payments I am required to make, as described under Repayment in this Mote, may be deferred. The instances currently authorized by the Act and described under Deferment in the HEAF application information booklet. To obtain such the Act are described under Deferment in the HEAF application information booklet. To obtain such

H. DEFAULT

at of the loan, including interest, immediately due recourse, provided, however, notwithstanding this indorsement without recourse, Pay to the order of Higher Education Assistance Foundation ("HEAF") without

- Disclaims the implied warranty that it has no knowledge of any insolvency prothe indebtedness evidenced by this instrument was guaranteed by HEAF. Agreement") between it and HEAF, in accordance with which payment of ment for Guarantee of Student loans with Federal Reinsurance ("Lender
- rants that to the extent it has knowledge of any such proceeding it has disclosed ceeding instituted with respect to the maker of this instrument and instead war-

has not wayed any rights that it may have against the undersigned pursuant

tance by HEAF of transfer of this instrument in consideration thereof, HEAF

of its obligations to the undersigned arising out of said Lender Agreement; and

pursuant to the aforesaid Lender Agreement, HEAF will have discharged all

a) upon payment in full by HEAF of the claim submitted by the undersigned

the same to HEAF, but no other implied warranties are hereby disclaimed.

b) notwithstanding payment by HEAF of the undersigned's claim and accep-

- b) the undersigned is not in default under the terms of that certain Lender Agree
 - a) no defense of any party is good against the undersigned; and
 - - the undersigned hereby expressly:

Citibank Student Loan Business

to the terms of the aforesaid Lender Agreement.

Incuration only IncuratesA

- - 1. Warrants that:

Acknowledges that:

AFFIX TO BACK OF PROMISSORY NOTE

le my permanent address. to less than a half-time student, (b) change my ne application for the time identified as my loan səsodind reu

SCHOOL CERTIFICATION

I hereby certify that the student named in Section A of this application is accepted for enrollment or the student and the student has a state of the student has a state of the student has a state of the student has been determined by a state of the student has been determined by a state of the student has been determined by the student has been departed by the student has been dearly that based upon records available at this institution and due inquiry of the student institution, under the records a special point of the student in the student has been dearly that based upon records available at this institution and due inquiry of the student identified in a state of the student is stated to the student of any grant made under any attemption will comply a scalar of the student of any grant made under any attemption will comply the student of any grant made under any attemption of any grant made under any attemption of the student is not in default on any loss made under any Title IV student assistance population of any grant made under any attemption of the student is not in default on any loss made under any Title IV student assistance population of any grant made under any title IV student assistance because of the student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any grant made under any title IV student of any any attemption of any attemption of the IV student of any attemption of any attemption of the IV student of any attemption of any attempt

name indunted to the person in the purpose or restring my current address and eleghone number 1 certiffy that the proceeds of this loan will be used for educational address and eleghone number 1 certiffy that the proceeds of this loan will be used for educational burposes for the application; bet 1 certiffy that the proceeds of this loan will be aducational institution named on the application; between the anneation of the period stated on my loan application at the educational institution named on the application at the period for meeting my educational expenses related to attendance at that institution for the form and that I do not make including my educations and that I do not make one or that I have requested my institution to estimate my eligibility to a Pell Grant. I have the control of the process of the materials and my institution to estimate my eligibility to a Pell Grant. I further certification in the GSL program and that I have reducated to me and that I understand my responsibilities and my rights under that program.

F0025 10-87

SCHOOL CERTIFICATION

19/2/11

240 days for a loan repayable in less frequen

e, provided that this failure persists for 180 days

GSL-A304/A305/A307 2-88

its. I also authorize the lender, subsequent holder, rake inquiries to the persons I have listed in my

e, or prior or subsequent lenders or holders, with status, prior loan history, current address). Lalso int, the educational institution, or HEAF to make

der, or their agents, any requested information

e my loan check(s) jointly payable to me and my a fender any refund which may be due me up to cational institution that I may attend or HEAF to

knowledge and bellet and is made in good faith.

if the United States of America that the following

ys. The lender must provide a limely response to arding objections I might raise with that organi-

guaranty agency must notify me at least 30 days a disclosed to credit bureau organizations unless

1, the lender, holder or guaranty agency will also This may significantly and adversely affect my

its repayment will be reported to one or more

ribed under Deferment in this Note. A late charge

a late charge if I fail to pay all or part of a required or if I fail to provide writen evidence that verifies

ten be required to pay HEAF all amounts owed.

e to exercise this option does not constitute a , which it may do only after complying with appli-

Practices Act, I will pay collection costs not to rued interest. Declaring these amounts immedi-

ling attomey's fees, that are permitted by lederal nounts, if this loan is referred for collection to an

fitte IV programs and any of the following federal Opportunity Grant, College Work-Study, State alled Mational Direct Student Losan), Guaranteed ants (SLS), PLUS loans, or Consolidation Loans; er Repayment and Defemment in this Mote; er federal for the programment of the programment of the programment and the programmen

close to schools I have attended (or am currently

ormation reported about me,

ta later date;

I HEAF Rules and Regulations, any of the follow-

at the lender's option and would have to be in compliance with the Act, federal regulations adopted understand the Act and productions adopted the act of the Act and Bules and Regulations of HEAF! I understand that a modification of repay. Under the Act and Bules and Regulations of HEAF! I understand that a modification of repaying the precipal terms and a modification of effective in the Medical moderate and the federation is different from December 3, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan. If I am unable to repay this loan in accordance with the terms established under Repayment in this Mote, I may request the lender to modify these terms. I understand that such modification would be

F DEFERMENT